

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

GRAMERCY PRODUCE, INC.,

Case No.: 18-cv-5 868 (JMF)

Plaintiff,

-against-

STIPULATION OF SETTLEMENT

THE GREEN SUMMIT GROUP a/k/a THE SUMMIT GROUP and TODD A. MILLMAN, PURSUANT TO F.R.C.P. 41(a)(1)(A)(iii)

Defendants.

IT IS HEREBY STIPULATED AND AGREED, by and between the Plaintiff, by their attorneys, and the Defendants, as follows:

1. The defendants, THE GREEN SUMMIT GROUP a/k/a THE SUMMIT GROUP ("GS") and TODD A. MILLMAN ("Millman", collectively, the "defendants"), acknowledges due and proper service of the Summons and Verified Complaint in this action, that this Court has subject matter and in personam jurisdiction over the defendants. Millman denies the allegations in the Verified Complaint and nothing contained herein shall be deemed an admission of wrongdoing on Millman's behalf. This Stipulation of Settlement is filed pursuant to F.R.C.P. 41(a)(1)(A)(iii).

2. Millman, shall pay the sum of FIFTY THOUSAND AND NO/100 (\$50,000.00) DOLLARS (the "Settlement Payment") in full and final settlement of the claims in this action as well as in full satisfaction of the following judgments entered in the Office of the Clerk in the County of the Bronx; (i) judgment against Red Ryder Brooklyn, LLC in the amount of \$26,865.00 filed on January 31, 2018; (ii) judgment against Rainbow Umbrella LLC in the amount of \$22,874.56 filed on January 30, 2018; and (iii) judgment against Green Summit Group LLC in the sum of \$69,530.35 filed on January 31, 2018, said sum shall be paid as follows:

(i) Payment of FIFTY THOUSAND AND NO/100 (\$50,000.00) DOLLARS shall be made within thirty (30) days from the date of execution of this Stipulation of Settlement by Gramercy Produce, Inc., and delivered to Andrew W. Singer, counsel to Millman, at Tannenbaum Helpm Syracuse & Hirschtritt LLP,

900 Third Avenue, New York, NY 10022 by email at singer@thsh.com, by good check, subject to collection, payable to "Kreinces & Rosenberg, P.C. as attorney" and delivered to 900 Merchants Concourse, Westbury, New York 11590; and

(ii) In the event the check should be returned for insufficient funds, the defendants shall have five (5) days to cure that default after written notice of such default has been delivered by overnight mail to Andrew W. Singer, at Tannenbaum Helpm Syracuse & Hirschtritt LLP, 900 Third Avenue, New York, NY 10022. In the event that the defendants fail to cure that default, plaintiff shall enter judgment against the defendants in the amount of \$96,000.00 with interest from the date hereof, together with costs and disbursements incurred, plus the reasonable attorneys' fees.

3. Upon execution of this agreement, the defendants shall execute all documents necessary to effectuate this settlement, including a confession of judgment and consent judgment in the amount of FIFTY THOUSAND AND NO/100 (\$50,000.00) DOLLARS, said consent judgment and confession of judgment shall be held in escrow by the plaintiff's attorneys until such time as the defendants default in their obligations under this agreement, which default is not timely cured, and in such event shall be entered by the plaintiff.

4. In the event the defendants shall fail to make the payment provided for herein, and upon ten (10) days' written notice to Andrew W. Singer, Tannenbaum Helpm Syracuse & Hirschtritt LLP, 900 Third Avenue, New York, NY 10022, the plaintiff may enter judgment against the defendants in the sum then due with interest from the date hereof, together with costs and disbursements incurred.


5. Upon completion of the payment of the aforesaid sum, the plaintiff shall:

- (a) discontinue the above-entitled action with prejudice;
- (b) return the original consent and confession of judgment to the defendants, marked null and void; and

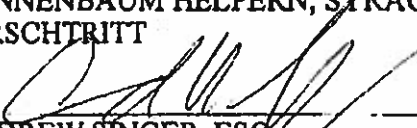
(c) file a satisfaction of judgment, and any other applicable documents, if necessary.

Dated: Westbury, New York
December 12, 2018

KREINCES & ROSENBERG, P.C.

By: 
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TANNENBAUM HELPERN, SYRACUSE &
HIRSCHTRITT

By: 
ANDREW SINGER, ESQ.
Attorneys for Defendant, Millman
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(212) 508-6723

SO ORDERED:
December ____, 2018

U.S.D.J.